

# SWIDLER BERLIN LLP

PHILIP J. MACRES  
PHONE 202.424.7770  
FAX 202.424.7645  
PJMARES@SWIDLAW.COM

THE WASHINGTON HARBOUR  
3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
PHONE 202.424.7500  
FAX 202.424.7647

WWW.SWIDLAW.COM

March 18, 2005

## **BY ELECTRONIC AND OVERNIGHT MAIL**

Mary L. Cottrell, Secretary  
Department of Telecommunications & Energy  
Commonwealth of Massachusetts  
One South Station, Second Floor  
Boston, MA 02110

Re: D.T.E. 04-33

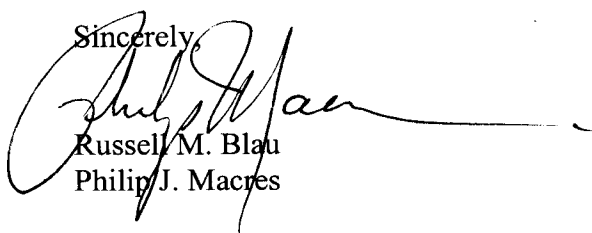
Dear Ms. Cottrell:

On behalf of DSLnet Communications, LLC; Focal Communications Corporation of Massachusetts; Lightship Telecom, LLC, RCN-BecoCom LLC; and RCN Telecom Services of Massachusetts, Inc. (jointly, the "Competitive Carrier Coalition"), we provide a copy of the Coalition's proposed Amendment that serves to implement the FCC's recent *Triennial Review Remand Order*.

Consistent with the Arbitration Ground Rules, seven (7) copies of this letter are attached. Please date-stamp the enclosed extra copy of this filing and return it in the attached, postage prepaid envelope provided. Please note that CLECs will submit this filing in electronic format by E-mail attachment to [dte.efiling@state.mass.us](mailto:dte.efiling@state.mass.us).

Should you have any questions concerning this filing, please do not hesitate to contact us.

Sincerely,



Russell M. Blau  
Philip J. Macres

Enclosure

cc: Tina Chin, Arbitrator  
Jesse Reyes, Arbitrator  
DTE 04-33 Service List

**AMENDMENT NO. \_\_\_\_**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**[VERIZON LEGAL ENTITY]**

**and**

**[CLEC FULL NAME]**

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and [FULL CLEC NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("CLEC"), and shall be deemed effective **[FOR CALIFORNIA]** upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date").] **[FOR ALL OTHER STATES:** on \_\_\_\_\_ (the "Amendment Effective Date").] Verizon and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment covers services in Verizon's service territory in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME OF AGREEMENT] (the "State"/"Commonwealth"). **[THIS AMENDMENT DOES NOT APPLY IN PENNSYLVANIA]**

**WITNESSETH:**

**NOTE: DELETE** THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT HAS USED AN ADOPTION LETTER:

[WHEREAS, Verizon and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"] dated [INSERT DATE] (the "Agreement"); and]

**NOTE: INSERT** THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT USED AN ADOPTION LETTER:

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), CLEC adopted in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

**WHEREAS**, pursuant to Section 252(a)(1) of the **[NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "ACT" WITH: "the Communications Act of 1934, as amended, (the "Act")]** Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO Remand as set forth herein;

## COMPETITIVE CARRIER COALITION PROPOSED TERMS

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO Remand Attachment attached hereto. The term "Effective Date" as used in the TRO Remand Attachment shall mean the Amendment Effective Date as set forth in the recitals above.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of this Agreement shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. In the event that this Amendment is approved by the Commission simultaneously with an Amendment containing the Triennial Review Attachment to the Agreement, Section 2 shall be applied as if the Agreement had already been amended by the Triennial Review Attachment prior to the adoption of this Amendment.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
5. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
7. Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the [\*\*\*State Commission TXT\*\*\*], the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.
8. **[IF NEGOTIATED]** Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

**COMPETITIVE CARRIER COALITION PROPOSED TERMS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**\*\*\*CLEC Full Name TXT\*\*\***

**VERIZON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[FOR CALIFORNIA and FLORIDA ADD:]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TRO Remand Attachment**

**1. General Terms**

- 1.1 Notwithstanding any other provision in the Agreement, Verizon's obligations to provide unbundled network elements ("UNE") pursuant to Section 251(c)(3) of the Act are amended as set forth below. Except where the provisions of this Attachment explicitly conflict with the terms of the Agreement, Verizon shall continue to provide access to UNEs in accordance with the terms of the Agreement. Nothing in this Attachment shall alter Verizon's obligations to provide access to network elements pursuant to any law or requirement other than Section 251 of the Act, and any omission of terms related to CLEC's rights pursuant to such obligations in this Attachment or the Agreement shall in no way be deemed or constitute a waiver of CLEC's rights accruing under such obligations.
- 1.2 The terms, conditions and rates specified in this Attachment shall not apply with respect to a particular UNE until the Merger Conditions adopted by the FCC in *GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, for Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License*, CC Docket 98-184, Memorandum Opinion and Order, 15 FCC Rcd 14032, FCC 00-221, ¶ 316, App. D ¶ 39 (2000) ("*Bell Atlantic/GTE Merger Order*") expire pursuant to Section 1.2.1 below or are otherwise determined by the FCC to be inapplicable with respect to such UNE. Nor will terms, conditions and rates specified in this Attachment supersede any other state or federal merger conditions.
- 1.2.1 Verizon shall continue to make available to CLEC the UNEs and UNE combinations required in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order and Fourth Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238 (rel. Nov. 5, 1999) (UNE Remand Order) and *Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. Dec. 9, 1999) (Line Sharing Order) in accordance with those Orders until the date of a final, non-appealable judicial decision providing that the UNE or combination of UNEs is not required to be provided by Verizon in the relevant geographic area. The provisions of this paragraph shall become null and void and impose no further obligation on Verizon after the effective date of final and non-appealable FCC orders in the UNE Remand and Line Sharing proceedings, respectively.
- 1.3 Nothing in this Attachment shall reduce the period of notice that Verizon must provide under the Agreement to discontinue its provisioning of a network element as a UNE. Notwithstanding anything in the Agreement or this Attachment, Verizon shall provide at least ninety (90) days' written notice of its intent to discontinue offering any UNE.

**2. Definitions**

- 2.1 Affiliate. The term "Affiliate" includes all entities that are affiliates as defined by 47 U.S.C. § 153(1) and also includes any entities that have entered into a binding agreement that, if consummated, will result in their becoming affiliates as so defined. The term "Verizon" includes all Affiliates of Verizon.

- 2.2 **Business Line.** A Business Line is a Verizon owned switched access line used to serve a business customer, whether by Verizon or by a competitive LEC that leases the line from Verizon. The number of business lines in a wire center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 2.3 **Fiber-Based Collocator.** A Fiber-Based Collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at its collocation arrangement within the wire center; (2) leaves the Verizon wire center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this paragraph. Dark fiber obtained from Verizon on an indefeasible right of use basis shall be treated as non-Verizon fiber-optic cable to the extent it satisfies parts (1) and (2) of this definition and uses that dark fiber to provide lit capacity. Two or more Affiliated fiber-based collocators in a single wire center shall collectively be counted as a single Fiber-Based Collocator.
- 2.4 **Interexchange Service.** Interexchange Service is Telecommunications Service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.
- 2.5 **Mobile Wireless Service.** A mobile wireless service is any mobile wireless Telecommunications Service, including any commercial mobile radio service.
- 2.6 **Wire Center.** A Wire Center is the location of a Verizon local switching facility containing one or more central offices. The wire center boundaries define the area in which all customers served by a given wire center are located. "Central office" is a switching unit, in a telephone system which provides service to the general public, having the necessary equipment and operations arrangements for terminating and interconnecting subscriber lines and trunks or trunks only. There may be more than one central office in a building.

**3. Eligibility.**

- 3.1 Verizon is not obligated to provide UNEs to CLEC for the exclusive provision of Mobile Wireless Service or Interexchange Services.
- 3.2 To the extent CLEC accesses or uses a UNE or Combination of UNEs in any manner not inconsistent with Section 3.1 of this Attachment, CLEC may also use that UNE or Combination of UNEs to provide any Telecommunications Service over the same UNE or Combination of UNEs, including but not limited to provision of Mobile Wireless Service, Interexchange Service or inputs for Mobile Wireless Service or Interexchange Service.
- 3.3 Verizon shall not deny CLEC access to a UNE or a combination of UNEs on the grounds that one or more of the elements:

3.3.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained from Verizon; or

3.3.2 Shares part of Verizon's network with access services or inputs for mobile wireless services or Interexchange services.

**4. Local Switching.**

4.1 Local Switching. Except as provided in Sections 1.2.1 or 7.0 of this Attachment, Verizon is not required to provide Unbundled Local Switching.

**5. Loops.**

5.1 Dark Fiber Loops. Except as provided in Sections 1.2.1 or 7.0 of this Attachment, Verizon is not required to provide unbundled access to Dark Fiber Loops.

5.2 DS1 Loops.

5.2.1 Except as provided otherwise in this section, Verizon is obligated to provide CLEC with unbundled access to DS1 loops consistent with the terms of the Agreement.

5.2.2 Except as provided in Sections 1.2.1 or 7.0 of this Attachment, Verizon is not required to provide CLEC with access to UNE DS1 loops to any building served by a Wire Center listed in Schedule DS1 to this Attachment.

5.2.3 DS1 Loop Cap. Verizon is not obligated to provide CLEC with more than 10 DS1 Loops to any single building in which DS1 loops are available as UNEs under the Amended Agreement.

5.3 DS3 Loops.

5.3.1 Except as provided otherwise in this section, Verizon is obligated to provide CLEC with unbundled access to DS3 loops consistent with the terms of the Agreement.

5.3.2 Except as provided in Sections 1.2.1 or 7.0 of this Attachment, Verizon is not required to provide CLEC with access to UNE DS3 loops to any building served by a Wire Center listed in Schedule DS1 or Schedule DS3 to this Attachment.

5.3.3 DS3 Loop Cap. Verizon is not obligated to provide CLEC with more than one DS3 Loop to any single building in which DS3 loops are available as UNEs under the Amended Agreement.

**6. Dedicated Transport**

6.1 Except as provided otherwise in this section, Verizon is obligated to provide CLEC with unbundled access to Dedicated Transport consistent with the terms of the Agreement.

6.2 Definition: Dedicated Transport includes Verizon transmission facilities between wire centers or switches owned by Verizon, or between wire centers or switches owned by Verizon and switches owned by requesting telecommunications carriers, including, but

not limited to, DS1-, DS3-, and OCn-capacity level transmission facilities, as well as dark fiber, dedicated to a particular customer or carrier.

- 6.2.1 A Dedicated Transport Route is a transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches. A route between two points (e.g., Verizon wire center or Verizon switch "A" and Verizon wire center or Verizon switch "Z") may pass through one or more intermediate Verizon wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.
- 6.3 Entrance Facilities. Except for interconnection trunking as provided in Section 6.7 of this Attachment and as provided in Section 1.2.1 or Section 7.0 of this Attachment, Verizon is not obligated under Section 251(c)(3) of the Act to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Verizon wire centers.
- 6.3.1 Reverse Collocation. Verizon is obligated to provide unbundled dedicated transport between Verizon switches including switching equipment that is "reverse collocated" at a non Verizon premises, including but not limited to collocation hotels.
- 6.4 Dedicated Dark Fiber Transport.
  - 6.4.1 Dedicated Dark Fiber Transport consists of unactivated optical Dedicated Transport transmission facilities.
  - 6.4.2 Verizon shall provide CLEC with unbundled Dedicated Dark Fiber Transport between any pair of Verizon wire centers or switches except where both Wire Centers at the end points of the Dedicated Transport Route are either Tier 1 or Tier 2 Wire Centers, as identified on Schedules T-1 and T-2 to this Attachment. Verizon must provide unbundled access to Dedicated Dark Fiber Transport if either wire center on a requested route not listed on either of those Schedules.
- 6.5 Dedicated DS1 Transport.
  - 6.5.1 Verizon shall provide CLEC with unbundled DS1 Dedicated Transport between any pair of Verizon wire centers or switches, except where both Wire Centers defining the Dedicated Transport Route are Tier 1 wire centers as identified on Schedule T-1 to this Attachment. Verizon must provide unbundled access to DS1 Dedicated Transport if either wire center on a requested route is not a Tier 1 Wire Center.
  - 6.5.2 Dedicated DS1 Transport Cap. There is no limit on the number of DS1 transport circuits a CLEC may obtain on a particular Dedicated Transport Routes except that Verizon is not obligated to provide CLEC with more than 10 DS1 Dedicated Transport Circuits on any single Dedicated Transport Route in which DS1 Dedicated Transport is available but DS3 Dedicated Transport as defined in Section 6.6 is not available as a UNE. Notwithstanding the above, Dedicated Transport ordered in combination with a Loop (i.e., an Enhanced Extended Loop) shall not count toward this cap.



6.6 Dedicated DS3 Transport.

6.6.1 Verizon shall provide CLEC with unbundled Dedicated DS3 Transport between any pair of Verizon wire centers or switches, except where the Wire Centers at the end points of the Dedicated Transport Route are either Tier 1 or Tier 2 Wire Centers as identified on Schedules T-1 and T-2 to this Agreement. Verizon must provide unbundled access to Dedicated DS3 Transport if either wire center on a requested route is not identified on those schedules.

6.6.2 Dedicated DS3 Transport Cap. Verizon is not obligated to provide CLEC with more than 12 Dedicated DS3 Transport Circuits on any single Dedicated Transport Route in which Dedicated DS3 Transport is available as a UNE.

6.7 Availability of Verizon Dedicated Transport Transmission Facilities for Interconnection pursuant to Section 251(c)(2) of the Act. Nothing in this Attachment is intended to alter CLEC's right to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and exchange access service as provided elsewhere in the Amended Agreement.

**7. Transition**

7.1 The following transition terms will apply when a specific UNE or UNE combination that Verizon provided to CLEC is no longer required to be unbundled at cost-based rates because the UNE (1) is no longer subject to Section 1.2.1 of this Attachment, (2) is not required under the terms of the Amended Agreement at such rates under state law or Section 271, and (3) has been designated for elimination (on the appropriate schedule, where applicable) in accordance with Sections 4, 5, 6, or 9.3 of this Attachment.

7.1.1 As used in this Section 7, the term "Transition Period" means (a) in the case of Network Elements other than Dark Fiber, the period from the Effective Date of this Attachment to March 10, 2006, and (b) in the case of Dark Fiber Network Elements, the period from the Effective Date of this Attachment to September 10, 2006; except as provided in Section 9.2.2 below.

7.1.2 As used in this Section 7, the term "Embedded Base" refers to CLEC's existing customers to whom CLEC provided service using one or more UNE arrangements that were in place as of the date that a UNE becomes subject to the terms of Section 7.1 of this Attachment.

7.1.3 Network Elements Used with Local Switching. To the extent Verizon provides Unbundled Local Switching under the provisions of this Section 7, Verizon shall also provide unbundled access to Call-Related Databases, SS7 Signaling and Shared Transport for UNE-P arrangements under the terms set forth in this Section 7.

7.2 Transitional UNEs Serving Existing CLEC Customers. During the Transition Period, Verizon shall continue to provide CLEC with access to UNEs solely for service to its Embedded Base as follows: [NOTE to Verizon: We propose that the parties establish rate tables to be attached to this amendment setting forth the rates using the formula below. In that event, the text of 7.2.1 and 7.2.2 below may not be necessary]

7.2.1 Verizon shall provide UNE Loops and UNE Dedicated Transport covered under this Section at a rate not to exceed the higher of:

## COMPETITIVE CARRIER COALITION PROPOSED TERMS

- 7.2.1.1 115% of the rate CLEC paid for the UNE on June 15, 2004; or
- 7.2.1.2 115% of the rate [\*\*\*State Commission TXT\*\*\*] established between June 16, 2004 and March 11, 2005 for that UNE.
- 7.2.1.3 To the extent that a [\*\*\*State Commission TXT\*\*\*] order referenced in Section 7.2.1.2 raised some rates and lowered others for UNE DS1 Loops, DS3 Loops, Dark Fiber Loops, Dedicated DS1 Transport, Dedicated DS3 Transport, or Dedicated Dark Fiber Transport, Verizon must choose to apply either all or none of these rate changes and must notify CLEC within 10 days of the Effective Date of this Attachment which option Verizon selects.
- 7.2.2 Verizon shall provide unbundled switching under this Section according to the terms of Section 51.319 of the FCC rules, 47 C.F.R. § 51.319, as in effect of the Effective Date of this Attachment, at a rate not to exceed the higher of:
  - 7.2.2.1 The rate CLEC was obligated to pay for unbundled switching on June 15, 2004 plus one (1) dollar; or
  - 7.2.2.2 The rate [\*\*\*State Commission TXT\*\*\*] established between June 16, 2004 and March 11, 2005 for unbundled switching plus one (1) dollar.
  - 7.2.2.3 To the extent that a [\*\*\*State Commission TXT\*\*\*] order referenced in Section 7.2.2.2 raised some rates and lowered others for the individual elements that comprise UNE-P (e.g. DS0 loop, unbundled switching or shared transport), Verizon must choose to apply either all or none of these UNE-P rate changes and must notify CLEC within 10 days of the Effective Date of this Attachment which option Verizon selects.
- 7.2.3 True-Up. Nothing in this Attachment is intended to alter any applicable provisions of the Agreement concerning the effective date of changes in rates, terms, and conditions resulting from a change of law. However, if the Amended Agreement does not otherwise specify the effective date of such changes, the transition rates contained in this Attachment shall be applied as of the Effective Date.
- 7.2.4 During the Transition Period, Verizon is obligated at CLEC's request to:
  - 7.2.4.1 Provision additional UNEs to serve CLEC's Embedded Base;
  - 7.2.4.2 Move existing UNE arrangements serving CLEC's Embedded Base from one address to another address; and
  - 7.2.4.3 Add, remove or change features to serve an existing Embedded Base customer;
- 7.2.5 CLEC shall timely submit orders to migrate UNEs that are no longer available to alternative arrangements by the end of the Transition Period.
  - 7.2.5.1 Verizon shall consider an order as timely if the date the order was submitted would allow Verizon to provision the UNE within the standard provisioning window applicable for that UNE.

7.2.5.2 To the extent Verizon does not provision the discontinued UNE by the last day of the Transition Period, Verizon must continue to provide the UNE under the terms of Section 7 until such time as Verizon completes the migration of the UNE to the alternate arrangement.

7.2.5.3 **[In former Bell Atlantic regions only:]** To the extent CLEC does not submit timely orders to migrate Discontinued UNEs to alternative arrangements, Verizon may, upon 30 days written notice to CLEC, migrate UNEs to arrangements provided under Section 271 under the terms provided in the Agreement.

**[In former GTE regions only:]** To the extent CLEC does not submit timely orders to migrate Discontinued UNEs to alternative arrangements, Verizon may, upon 30 days written notice to CLEC, migrate UNEs to similar arrangements provided under its FCC Access Tariffs and apply any term pricing or other discount plans to which CLEC has agreed.

## **8. Disputes Regarding Propriety of Network Element Requests**

- 8.1 In submitting an order for any type of network element, CLEC certifies that it has undertaken a reasonably diligent inquiry to confirm that to the best of its knowledge its request is not inconsistent with the Amended Agreement. Submission of an order shall constitute such certification, and Verizon shall not require CLEC to provide additional certification.
- 8.2 If Verizon has not provided notice to CLEC of its belief that a request for a particular network element would be inconsistent with the Amended Agreement, CLEC is entitled to rely on the absence of such notice in satisfaction of its obligation to perform a reasonably diligent inquiry under the terms of Section 8.1. However, CLEC shall not be obligated to rely upon a notice given to it by Verizon if it believes after a reasonably diligent inquiry that it remains entitled to order the network element.
- 8.3 When Verizon disputes CLEC's right to obtain a UNE ordered in accordance with Section 8.1, Verizon must immediately process and fulfill the CLEC's request, and its sole remedy to seek discontinuance of its provisioning of such UNE is to exercise its rights under the dispute resolution procedures provided in the Amended Agreement. Under no circumstances may Verizon reject or delay orders where CLEC has provided the certification pursuant to Section 8.1.
- 8.4 Notwithstanding any other provision of the Agreement, the provisions of this Section 8 shall apply in the event that a future change of law occurs such that a UNE provided for in the Amended Agreement is no longer required under Applicable Law. In such event, during the period while the Parties negotiate and/or arbitrate an amendment to reflect the changes in law, CLEC must certify its UNE requests and Verizon must continue to provide the applicable UNE until the Amended Agreement is amended.

## **9. Implementation.**

- 9.1 The following schedules are attached to, and constitute part of, this Attachment:

## COMPETITIVE CARRIER COALITION PROPOSED TERMS

- 9.1.1 Schedule DS1: Wire Centers in [STATE/COMMONWEALTH NAME] that serve at least 60,000 Business Lines *and* have four (4) or more Fiber-Based Collocators.
- 9.1.2 Schedule DS3: Wire Centers in [STATE/COMMONWEALTH NAME] that serve at least 38,000 Business Lines *and* have three (3) or more Fiber-Based Collocators.
- 9.1.3 Schedule T-1: Wire Centers in [STATE/COMMONWEALTH NAME] (also referred to as "Tier 1 Wire Centers") that serve 38,000 or more Business Lines *or* have four (4) or more Fiber-Based Collocators; and Verizon switching locations (for instance an access tandem switch) that have no line-side switching facilities, but serve as a point of traffic aggregation accessible by competitive LECs. Where an access tandem is located in the same building as line-side switching facilities, the Business Lines and Fiber Based Collocators are used to determine whether the switch is in a Tier One Wire Center.
- 9.1.4 Schedule T-2. Wire Centers in [STATE/COMMONWEALTH NAME] (also referred to as "Tier 2 Wire Centers") that serve 24,000 or more Business Lines in the Wire Center *or* have three (3) or more Fiber-Based Collocators.
- 9.1.5 Transition Rates Schedule. [to be developed by the parties prior to execution using the formulas currently set forth in 7.2.1 and 7.2.2 above]
- 9.2 If either Party determines that, as a result of changed circumstances after the Effective Date of this Attachment, a Wire Center that is not listed on one of the Schedules to this Attachment meets the criteria for being listed on such Schedule, that Party shall give written notice of its determination to the other Party. The Parties will then negotiate in good faith to amend the appropriate Schedule to include all qualifying Wire Centers. If the Parties are unable to agree on which Wire Centers qualify for inclusion on one or more Schedules, they shall comply with the process set forth in the Agreement regarding resolution of disputes relating to changes of law, as amended by Section 8.4 of this Attachment.
  - 9.2.1 If the Party receiving a notice under this Section 9.2 so requests, the Party giving notice must make available for inspection all underlying data that supports its notice, including but not limited to its count of Business Lines broken down by each category of lines included in the definition; a list of the Fiber Based Collocators, including carrier names in each Wire Center; the methodology used to count Fiber Based Collocators; the methodology used to derive the Business Line count and the original source(s) of such data. The terms of the Amended Agreement regarding confidentiality shall apply.
  - 9.2.2 The terms of Section 7 shall apply to any network element that ceases to be available to CLEC as a result of an amendment to a schedule, except that (a) the Transition Period for such network elements shall be 12 months from the effective date of such amendment to the relevant schedule for network elements other than Dark Fiber, and 18 months for Dark Fiber network elements from the effective date of such amendment to the relevant schedule; and (b) the transitional rate for such elements shall be 115 percent of the rate that was in effect on the day before the effective date of such amendment to the relevant Schedule.

## **COMPETITIVE CARRIER COALITION PROPOSED TERMS**

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[SCHEDULES DS1, DS3, T-1 and T-2

To be inserted after review of and agreement upon lists of wire centers in each category.]